

500

PERMANENT EASEMENT DEED

**DUNNAVANT SQUARE LOT C4**

**PID 09 2 03 3 301 121.000**

**STATE OF ALABAMA)  
SHELBY COUNTY)**

**Dunnavant Commercial LLC**

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of **Ten Dollars (\$10.00)** cash in hand paid by Shelby County, the receipt whereof is hereby acknowledged, we, the undersigned (Grantors), do hereby grant, bargain, and convey unto the Shelby County (Grantee), its agents, successors, and assigns a permanent easement and right of ingress and egress to and from, also over and across a strip of land for the purpose of constructing, operating, maintaining and repairing water mains, pipes, water meters, with appurtenances and the right to install and maintain other utilities at the sole discretion of the Grantee. Said strip of land being located within the property of the undersigned Grantors as described in **Instrument Number 20080808000320280**, in the office of the Judge of Probate, Shelby County, Alabama said strip being more particularly described as follows:

A water easement situated on Lot C4 of Dunnavant Square Commercial Subdivision as recorded in Map Book 48 Page 79 in the Office of the Judge of Probate in Shelby County, Alabama, being more particularly described as follows:

Commence at a 1/2" rebar capped EDG at the Intersection of the east right-of-way of Connaught Place and the northerly right-of-way of Dublin Way and on the southerly line of Lot C4 of Dunnavant Square Commercial Subdivision as recorded in Map Book 48 Page 79 in the Office of the Judge of Probate in Shelby County, Alabama, said point also being the point of curve to the left having a central angle of 2°44'01" and a radius of 148.21 feet, said curve subtended by a chord bearing S 70°22'14" E and a chord distance of 7.07 feet; thence leaving said Connaught Place right-of-way, along the arc of said curve, along the northerly right-of-way of Dublin Way and along the Southerly line of Lot C4 a distance of 7.07 feet to the POINT OF BEGINNING said point being on a concave curve having a central angle of 9°44'31" and a radius of 148.21 feet, said curve subtended by a chord bearing S 76°36'30" E and a chord distance of 25.17 feet; thence continue along last described course a distance of 25.20 feet to a point; thence N 12°43'11" E leaving said right-of-way a distance of 21.16 feet to a point; thence N 82°10'33" W a distance of 25.26 feet to a point; thence S 12°43'11" W a distance of 18.70 feet to the POINT OF BEGINNING.



20180209000043160 1/5 \$28.00  
Shelby Cnty Judge of Probate. AL  
02/09/2018 11:07:13 AM FILED/CERT

The Grantee shall have the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right to cut and keep clear all trees, undergrowth and other obstructions from said strip and on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip.

The Grantee shall have free access, ingress and egress to and from said land over and across adjacent lands of Grantor(s) for the purposes herein mentioned, and the Grantor(s) shall erect no structures on the portion of the land above described within the width of said easement, or do any act or thing which would in any way interfere with, damage, place at risk or pose future risk or possible risk to the mains, pipes, or appurtenances installed or to be installed within the width of said easement or interfere with the right of the Grantee to enter upon said land at any time for the purposes heretofore expressed and to have immediate access to all mains, pipes, and appurtenances.

The Grantee shall also have the right to temporarily place dirt and materials on adjacent lands of the Grantor(s) for the purposes heretofore expressed. Any and all disturbed areas within said easement will be put back to match adjacent natural ground and a suitable grass mixture for the season shall be applied.

Grantee agrees to leave the property substantially as found upon commencement of construction on said easement but is not required to improve said property beyond its original state and condition, subject to grassing and grading as described herein. Grantor(s) covenant that they have good and merchantable title to said property and good right to convey this easement.

In consideration of the benefit of the property of the undersigned by reason of the construction of said improvement, the undersigned hereby release the Grantee, its agents, successors, and assigns, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said premises and repair of said water line and the undersigned do hereby admit and acknowledge that said improvement, if and when constructed, will be a benefit to the property of the undersigned.



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IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this 9th day of February, 20 18.

By: Dunnavant Commercial LLC  
Manager

By: [Signature]  
**Authorized Representative**

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for the said state-at-large, do hereby certify that,

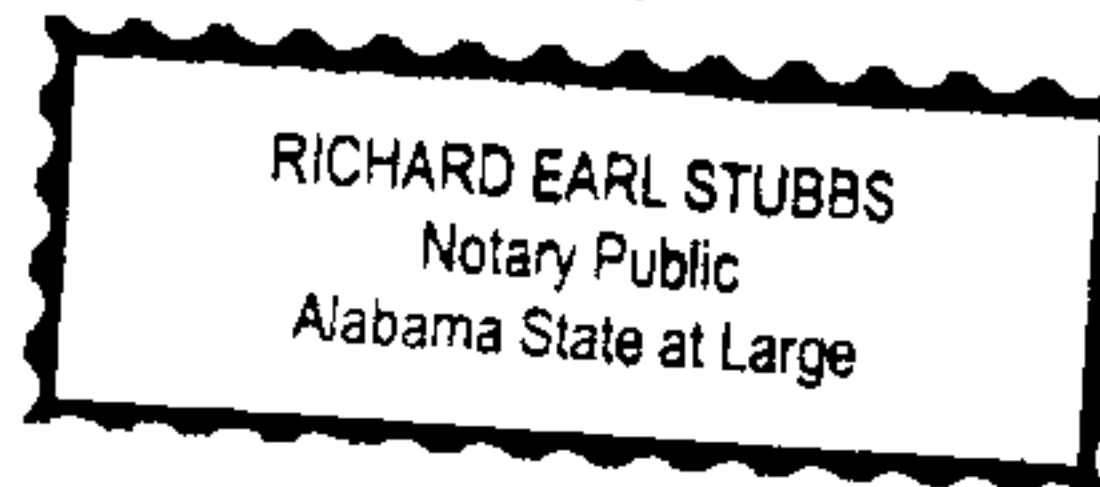
William L. Thornton Jr. whose name is signed to the foregoing certificate

as Manager of Dunnavant Commercial LLC, and who is known to me, acknowledged before me, on this date that after being duly informed of the contents of said certificate, do execute the same voluntarily as such individual with full authority thereof.

Given under my hand and seal this the 9th day of February, 20 18

[Signature]  
Notary Public for the State of Alabama

My commission expires My Commission Expires  
December 13, 2021



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**DUNNAVANT SQUARE RESURVEY**  
MB 42 PG 123-A&B

**LOT 22A**

**LOT 24A**

**DUBLIN WAY**  
60' ROW  
MB 39 PG 119

**CONNAUGHT PLACE**  
60' ROW  
MB 39 PG 119

**LOT 40A**

**LOT C4**  
140,706 SQ.FT  
3.23 ACRES

**DUBLIN WAY**  
ROW VARIES  
TO BE DEDICATED BY THIS PLAT  
UNIMPROVED

**DUNNAVANT VALLEY ROAD**  
(SHELBY COUNTY HIGHWAY 41)  
ROW VARIES

**SCALE 1" = 50'**

120 BISHOP CIRCLE, SUITE 300  
PELHAM, AL 35124

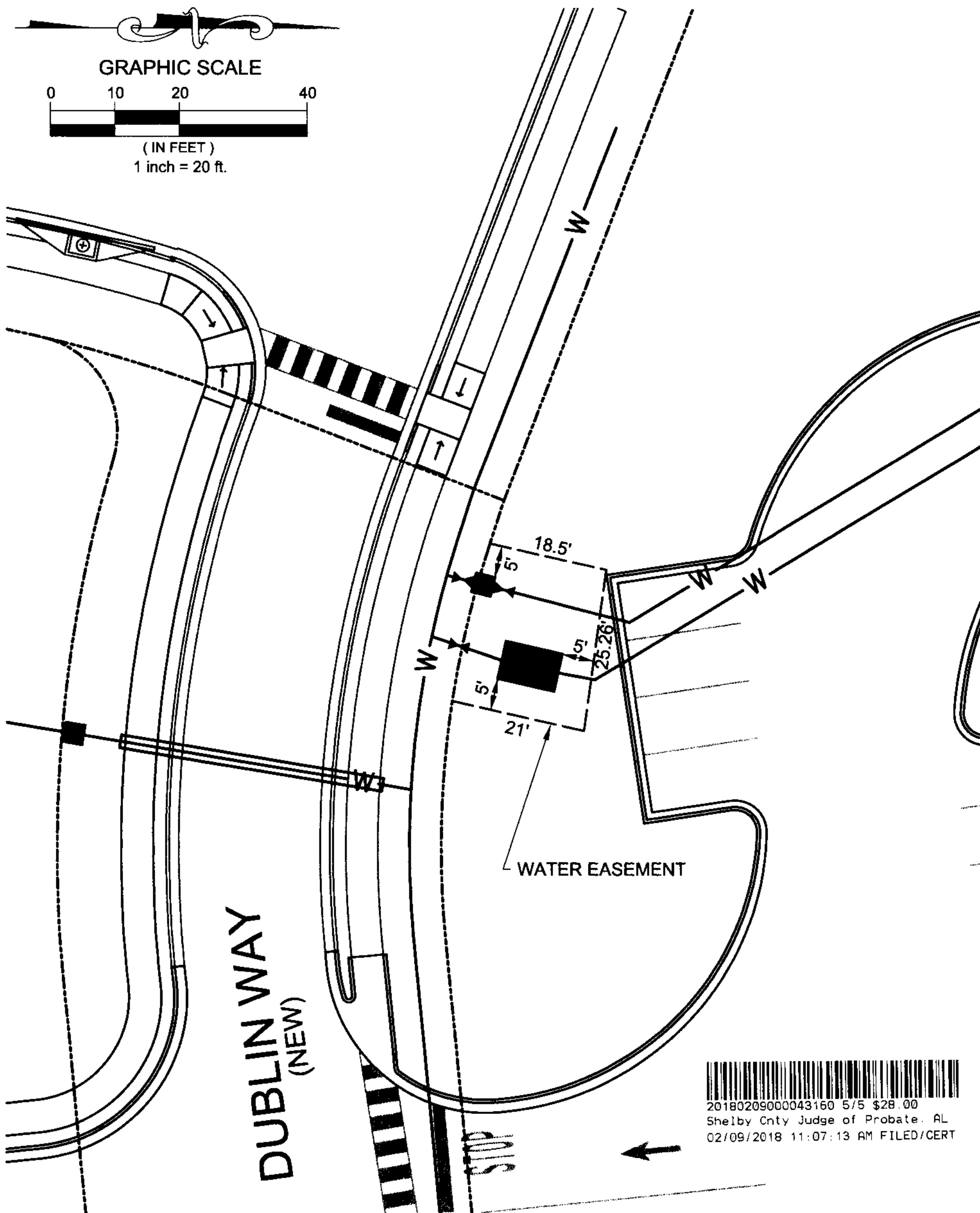
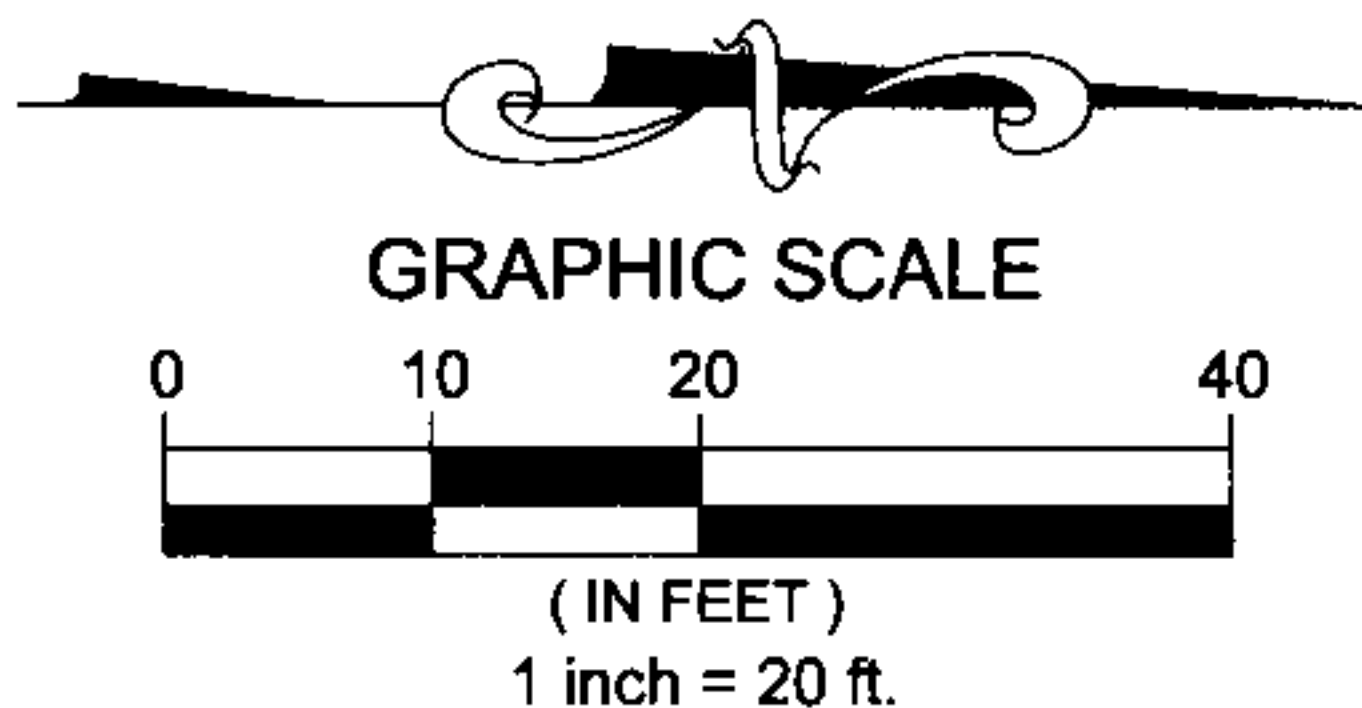
140,706 SQ.FT  
3.23 ACRES

REQUIRED ROW FOR  
DUNNAVANT VALLEY  
PEDESTRIAN TUNNEL  
(BASED ON PLANS BY  
SAIN AND ASSOCIATES  
DATED 3-8-2017)

DUNNAVANT VALLEY ROAD  
(SHELBY COUNTY HIGHWAY 41)  
ROW VARIES

120 BISHOP CIRCLE, SUITE 300  
PELHAM, AL 35124





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EXHIBIT



120 BISHOP CIR, STE 300  
PELHAM, AL 35124  
TEL - (205) 403-9158  
FAX - (205) 403-9175

DUNNAVANT SQUARE  
SHELBY COUNTY, ALABAMA

SHELBY COUNTY WATER SERVICES  
EASEMENT EXHIBIT

DRAWN BY: RDT  
CHECKED BY: WHL  
PROJECT: THOR0007  
CADD FILE: Water Easement Exhibit.dwg  
SCALE: 1" = 20'